

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

BOMBARDIER INC.,

Plaintiff,

v.

1. MITSUBISHI AIRCRAFT CORPORATION,  
2. MITSUBISHI AIRCRAFT CORPORATION  
3. AMERICA INC., AEROSPACE TESTING  
4. ENGINEERING & CERTIFICATION INC.,  
5. MICHEL KORWIN-SZYMANOWSKI,  
6. LAURUS BASSON, MARC-ANTOINE  
7. DELARCHE, CINDY DORNÉVAL, KEITH  
8. AYRE, AND JOHN AND/OR JANE DOES 1-  
9. 88,

Defendants.

No. \_\_\_\_\_

DECLARATION OF NICOLE  
L'ÉCUYER IN SUPPORT OF  
MOTION FOR PRELIMINARY  
INJUNCTION

I, Nicole L'Écuyer declare as follows:

1. I am an employee of Bombardier, Inc. ("Plaintiff"). I currently work in the position of Vice-President, Human Resources, and I have been asked to provide information concerning, among other topics, the measures Bombardier takes to safeguard its proprietary information. I have personal knowledge of the matters addressed herein, and if required I can and will testify competently to any of the matters addressed in this declaration.

2. The most fundamental security measure that Bombardier employs to safeguard its proprietary information is implemented every time a new employee first begins with Bombardier. Specifically, Bombardier requires of every new employee that he or she be

1 bound by Bombardier's Code of Ethics. Within that Code of Ethics, Bombardier specifically  
 2 defines the term "Intellectual Property" to include "trademarks, domain names, patents,  
 3 industrial designs, copyrights, and trade secrets." The Code of Ethics further states,  
 4 "Intellectual property is considered confidential information. Therefore, it is covered by the  
 5 non-disclosure guidelines out in the 'Confidential Information' section of this Code."

6 3. Bombardier's Confidential Information section of its Code is specific in what  
 7 constitutes Bombardier Confidential information:

8 Confidential information is information belonging to Bombardier  
 9 that is not subject to public disclosure. Confidential information  
 10 encompasses information produced by Bombardier or obtained in  
 11 confidence from a third party and covered by a non-disclosure  
 12 agreement.

13 Examples of confidential information are financial data, strategic  
 14 plans, intellectual property, information on bids, personal  
 15 employee information, legal documents and information on  
 16 customers and suppliers.

17 Do not divulge confidential information to anyone other than the  
 18 person or persons for whom it is intended, unless authorized or  
 19 legally required to do so. This includes confidential information  
 20 provided by suppliers and customers. Employees agree to  
 21 maintain such confidentiality at all times, even after leaving the  
 22 employ of Bombardier.

23 Employees also should exercise caution to avoid misusing or  
 24 inadvertently disclosing confidential information. This includes:

25 --keeping electronic and paper documents and files  
 26 containing confidential information in a safe place;

27 --not discussing confidential matters where they could be  
 overheard, for example, in public places such as elevators,  
 hallways, restaurants, airplanes, and taxis;

--exercising caution when discussing confidential matters  
 on wireless telephones or other wireless devices;

transmitting confidential documents by electronic devices,  
 such as by fax or e-mail, only when it is reasonable to  
 believe this can be done under secure conditions; and

avoiding unnecessary copying of confidential documents.

4. Before each new employee begins with Bombardier, he or she is required to execute a document agreeing to be bound by the terms of the Code of Ethics after acknowledging having read and understood its contents. This is just the first precaution Bombardier takes with its proprietary information, and it is a precaution Bombardier has implemented since initiating the practice of requiring its employees to be bound by the terms of its Code.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED at Montreal, QC, Canada, this 14<sup>th</sup> day of September, 2018.

  
NICOLE L'ÉCUYER-DEMERS